Wilder Manufacturing Company v. *Corn Products Refining Company*, 236 U. S. 165.

For a discussion of this interesting question arising under the Anti-Trust Act, see NOTES, p. 691.

INSURANCE — MUTUAL BENEFIT INSURANCE — CHANGE OF BENEFICIARY: EFFECT OF PAYMENT OF ASSESSMENTS BY PRIOR BENEFICIARY. — The wife of a member of a fraternal benefit society paid the assessments on the policy, which named her as beneficiary, and had been delivered to her by her husband with permission to keep up the assessments. She was then divorced and the husband named a new beneficiary in accordance with the by-laws of the society. Further assessments tendered by her were refused by the society, and on the death of the insured she claims the proceeds of the policy. *Held*, that she cannot recover. *Schiller-Bund* v. *Knack*, 150 N. W. 337 (Mich.).

Unlike an ordinary life insurance policy, a fraternal insurance certificate, the terms of which permit the insured to change the beneficiary at his pleasure, gives the beneficiary no vested right. *Woodruff* v. *Tilman*, 112 Mich. 188, 70 N. W. 420; *Masonic Benefit Ass'n* v. *Bunch*, 109 Mo. 560, 19 S. W. 25. But the beneficiary may otherwise acquire such an equitable right as to estop the member from exercising this power, as, for example, by a contract not to change the beneficiary. *Webster* v. *Welch*, 57 N. Y. App. Div. 558, 68 N. Y. Supp. 55; *In re Reid's Estate*, 170 Mich. 476, 136 N. W. 476; *Leaf* v. *Leaf*, 92 Ky. 166, 17 S. W. 354. But if, as the court finds on the facts in the principal case, there is a mere payment of the assessments by the beneficiary named, without any contract with the member, there is nothing to prevent the member's making the change. It is said that the beneficiary pays any assessments with full notice of the contingency of his right. *Jory* v. *Supreme Council*, 105 Cal. 20, 38 Pac. 524; *Fisk* v. *Equitable Aid Union*, 7 Sadler (Pa.) 567, 11 Atl. 84; *Spengler* v. *Spengler*, 65 N. J. Eq. 176, 55 Atl. 285. Nevertheless, it has been held that the prior beneficiary should have a lien for the amount of the assessments he has paid, on the ground that to deprive him of all relief would be unconscionable. *Grand Lodge A. O. U. W.* v. *McFadden*, 213 Mo. 269, 111 S. W. 1172; *cf. Supreme Council of Royal Arcanum* v. *McKnight*, 238 Ill. 349, 87 N. E. 299; see *Masonic Benefit Ass'n* v. *Bunch*, *supra*. But in the absence of mistake, payments made without any agreement, express or implied, appear to be purely voluntary, and should afford no basis for recovery. *Supreme Lodge N. E. O. P.* v. *Hines*, 82 Conn. 315, 73 Atl. 791; *Heasley* v. *Heasley*, 191 Pa. 539, 43 Atl. 364. The denial of all relief by the principal case is therefore proper, so long as its rather improbable construction of the facts is adopted.

INTERSTATE COMMERCE — CONTROL BY CONGRESS — CONFLICT BETWEEN FEDERAL AND STATE POLICE REGULATIONS: SAFETY APPLIANCE LAWS. — A state statute required railroads to equip all cars with grab-irons and handholds. The Federal Safety Appliance Act subsequently imposed a similar requirement, with some different specifications as to details. The state railroad commission now brings suit for a violation of the state statute as to a car moving on a railroad engaged in interstate commerce. *Held*, that in this case the Federal Act has superseded the state statute. *Southern Ry. Co.* v. *R. R. Comm. of Indiana*, 236 U. S. 439.

The Supreme Court in this decision adds another to the long list of cases which hold that once Congress has acted in the exercise of its paramount power to regulate interstate commerce, the police power of the state is thereby ousted to that extent, even though the requirements imposed by state legislation are not themselves in conflict with the federal regulations. *Houston &*